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Western Investment Co. (1911) 221 U. S. 286, 31 Sup. Ct. 578, see *Matter of Heff* (1905) 197 U. S. 488, 509, 25 Sup. Ct. 506; and may in other cases exercise ancillary control over subject matter which has passed beyond its direct jurisdiction, in order to insure the carrying out of its intentions. *McDermott v. Wisconsin* (1913) 228 U. S. 115, 33 Sup. Ct. 431; see *Hipolite Egg Co. v. United States* (1911) 220 U. S. 45, 31 Sup. Ct. 364. It is submitted that the Act in question is an instance of the exercise of such power, and hence should be sustained.

CONTRACTS—AGREEMENT TO PROCURE GOVERNMENT CONTRACT—PUBLIC POLICY.—The plaintiff agreed with the defendant uniform manufacturer to procure government contracts, his compensation to be two per cent of the amount received by defendant from the government. *Held*, the contract was void as being in contravention of public policy. *Beck v. Bauman* (1918) 105 Misc. 584, 173 N. Y. Supp. 772.

It has been the policy of the courts to declare invalid contracts which involve or imply the resort to improper means in influencing governmental action, *Veazey v. Allen* (1903) 173 N. Y. 359, 66 N. E. 103, whether exercised by legislative bodies or administrative departments. See *Providence Tool Co. v. Norris* (1864) 69 U. S. 45, 55; *Hazelton v. Sheckells* (1905) 202 U. S. 71, 79, 26 Sup. Ct. 567. Political pressure and social solicitation are recognized as such improper means, see *Marshall v. Baltimore & O. Ry.* (1853) 57 U. S. 314, and contracts for lobbying services have never been upheld. *Hyland v. Oregon Hassam Paving Co.* (1914) 74 Ore. 1, 144 Pac. 1160; *Crichfield v. Bermudez Asphalt Paving Co.* (1898) 174 Ill. 466, 51 N. E. 552. On the other hand, it is clear on theory and authority that agreements for legitimate professional services are valid. So contracts have been upheld in which a plaintiff was to make bids to a city and use honest efforts for procuring street paving contracts for the defendant company, *Durham v. Hastings Paving Co.* (1900) 56 App. Div. 244, 67 N. Y. Supp. 632, *aff'd.* without opinion in 189 N. Y. 500, 81 N. E. 1163; but cf. *Crichfield v. Bermudez Asphalt Paving Co.*, *supra*; where an agent's work was to draft a bill, openly to explain it to a legislative committee, and to ask to have it introduced, *Cheesborough v. Conover* (1893) 140 N. Y. 384, 35 N. E. 633; and where a broker procured government contracts for a blanket manufacturer. *Winpenny v. French* (1869) 18 Oh. St. 469. In none of these cases was personal influence required or intended; and although where the compensation for the services are contingent upon success, the inference may be strong that improper methods are to be attempted, see *Providence Tool Co. v. Norris*, *supra*, such contracts are not necessarily invalid. Cf. *Faltz v. Cogswell* (1890) 86 Cal. 542, 25 Pac. 60; *Cheesborough v. Conover*, *supra*; *Durham v. Hastings Paving Co.*, *supra*; *Oscanyan v. Winchester Arms Co.* (1880) 103 U. S. 261. In the principal case it is, however, to be inferred that the work of the plaintiff was not solely to apprise the governmental department of the merits of the military equipment manufactured by the defendant, but to bring influence personal or political to bear on the officials to secure the contract; and his compensation being entirely contingent on the success of his services there is an added element pointing to the invalidity of the agreement. The decision reached, therefore, is sound and especially so in view of the extraordinary conditions at the time which demanded a total absence of any sinister tampering with the activities of the government in its prosecution of the war.